

1 Douglas E. Dexter (State Bar No. 115868)
ddexter@fbm.com
2 Benjamin R. Buchwalter (State Bar No. 301130)
bbuchwalter@fbm.com
3 Jacqueline M. Gerson (State Bar No. 351165)
jgerson@fbm.com
4 Farella Braun + Martel LLP
One Bush Street, Suite 900
5 San Francisco, California 94104
Telephone: (415) 954-4400
6 Facsimile: (415) 954-4480

NOTE: CHANGES MADE BY THE COURT

7 Attorneys for Defendant
8 AMAZON.COM SERVICES LLC

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
11

12 MIRIAM NIETO,
13 Plaintiff,
14 vs.
15 AMAZON.COM SERVICES LLC; and
DOES 1 through 100, inclusive,
16 Defendants.
17

Case No. 2:24-cv-08392-SRM-JPR

**STIPULATED PROTECTIVE
ORDER**

Judge Serena R. Murillo
Magistrate Judge Jean P. Rosenbluth

18 1. INTRODUCTION

19 1.1 PURPOSES AND LIMITATIONS

20 Discovery in this action may involve production of confidential, proprietary,
21 or private information for which special protection from public disclosure and from
22 use for any purpose other than prosecuting this litigation may be warranted.
23 Accordingly, the Parties hereby stipulate to and petition the Court to enter the
24 following Stipulated Protective Order. The Parties acknowledge that this Order does
25 not confer blanket protections on all disclosures or responses to discovery and that
26 the protection it affords from public disclosure and use extends only to the limited
27 information or items that are entitled to confidential treatment under the applicable
28 legal principles. The Parties further acknowledge, as set forth in Section 12.3 below,

1 that this Order does not entitle them to file Confidential Information under seal;
2 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
3 standards that will be applied when a Party seeks permission from the Court to file
4 material under seal.

5 1.2 GOOD CAUSE STATEMENT

6 Plaintiff asserts employment termination due to her purported disability,
7 accommodation request, and employment-related complaints. The parties anticipate
8 discovery will include exchanging documents containing private, confidential and
9 proprietary information regarding healthcare, employment, investigation,
10 proprietary business matters, and confidential business processes and trade secrets.
11 Such private, confidential and proprietary materials and information would
12 otherwise be unavailable to the public and protected from disclosure. Revealing
13 such information would expose Defendant Amazon to pecuniary loss it contends.
14 The potential publication of Plaintiff's and other third-parties' private medical
15 information and
16 personnel records would invade the privacy of those individuals, and expose
17 Defendant Amazon to liability.

18 To expedite the flow of information, facilitate the prompt resolution of
19 disputes, and adequately protect information, a protective order for such information
20 is justified in this matter. It is the intent of the Parties that information will not be
21 designated as confidential for tactical reasons and that nothing be so designated
22 without a good faith belief that it has been maintained in a confidential, non-public
23 manner.

24 2. DEFINITIONS

25 2.1 Action: This pending federal lawsuit, Case No. 2:24-cv-08392-SRM-
26 JPR.

27 2.2 Challenging Party: a Party or Nonparty that challenges the designation
28 of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored, or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c) and as specified above in the
4 Good Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
6 their support staff).

7 2.5 Designating Party: a Party or Nonparty that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this action.

17 2.8 House Counsel: attorneys who are employees of a Party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Nonparty: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a Party
23 to this Action but are retained to represent or advise a Party and have appeared in
24 this Action on behalf of that Party or are affiliated with a law firm that has appeared
25 on behalf of that Party, including support staff.

26 2.11 Party: any Party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation support
4 services (for example, photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above) but also any information copied or extracted
14 from Protected Material; all copies, excerpts, summaries, or compilations of
15 Protected Material; and any testimony, conversations, or presentations by Parties or
16 their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial will be governed by the orders of the
18 trial judge. This Order does not govern the use of Protected Material at trial.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order will remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. Final disposition is the later
23 of (1) dismissal of all claims and defenses in this Action, with or without prejudice,
24 or (2) final judgment after the completion and exhaustion of all appeals, rehearings,
25 remands, trials, or reviews of this Action, including the time limits for filing any
26 motions or applications for extension of time under applicable law.

27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
3 under this Order must be clearly so designated before the material is disclosed or
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that
8 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
9 “CONFIDENTIAL legend”), to each page that contains protected material. To the
10 extent practical, if only a portion or portions of the material on a page qualifies for
11 protection, the Producing Party also must clearly identify the protected portion(s)
12 (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the inspecting Party has
15 indicated which documents it would like copied and produced. During the
16 inspection and before the designation, all of the material made available for
17 inspection will be deemed “CONFIDENTIAL.” After the inspecting Party has
18 identified the documents it wants copied and produced, the Producing Party must
19 determine which documents, or portions thereof, qualify for protection under this
20 Order. Then, before producing the specified documents, the Producing Party must
21 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
22 To the extent practicable, if only a portion or portions of the material on a page
23 qualifies for protection, the Producing Party also must clearly identify the protected
24 portion(s) (e.g., by making appropriate markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the
27 deposition all protected testimony.

28 (c) for information produced in some form other than documentary and for

1 any other tangible items, that the Producing Party affix in a prominent place on the
2 exterior of the container or containers in which the information is stored the legend
3 “CONFIDENTIAL.” If only a portion or portions of the information warrants
4 protection, the Producing Party, to the extent practicable, will identify the protected
5 portion(s).

6 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive
8 the Designating Party’s right to secure protection under this Order for such material.
9 Upon timely correction of a designation, the Receiving Party must make reasonable
10 efforts to assure that the material is treated in accordance with the provisions of this
11 Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Any Party or Nonparty may challenge a designation of confidentiality
14 at any time consistent with the Court’s scheduling order.

15 6.2 The Challenging Party must initiate the dispute-resolution process (and,
16 if necessary, file a discovery motion) under Local Rule 37.

17 6.3 The burden of persuasion in any such proceeding is on the Designating
18 Party. Frivolous challenges, and those made for an improper purpose (for example,
19 to harass or impose unnecessary expenses and burdens on other parties), may expose
20 the Challenging Party to sanctions. Unless the Designating Party has waived or
21 withdrawn the confidentiality designation, all parties must continue to afford the
22 material in question the level of protection to which it is entitled under the
23 Producing Party’s designation until the Court rules on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Nonparty in connection with this Action only for
27 prosecuting, defending, or attempting to settle this Action. Such Protected Material
28 may be disclosed only to the categories of people and under the conditions described

1 in this Order. When the Action has been terminated, a Receiving Party must comply
2 with the provisions of Section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a manner sufficiently secure to ensure that access is limited to the
5 people authorized under this Order.

6 7.2 Unless otherwise ordered by the Court or permitted in writing by the
7 Designating Party, a Receiving Party may disclose any information or item
8 designated “CONFIDENTIAL” only to the following people:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action,
10 as well as employees of that Outside Counsel of Record to whom it is reasonably
11 necessary to disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel)
13 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to
15 whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the Court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and
20 Professional Vendors to whom disclosure is reasonably necessary for this Action
21 and who have signed the “Acknowledgment and Agreement to Be Bound”
22 (Exhibit A);

23 (g) the author or recipient of a document containing the information
24 or a custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses and attorneys for witnesses to
26 whom disclosure is reasonably necessary, provided that the deposing party requests
27 that the witness sign the form attached as Exhibit A hereto and the witnesses will
28 not be permitted to keep any confidential information unless they sign the form,

1 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
2 transcribed deposition testimony or exhibits to depositions that reveal Protected
3 Material may be separately bound by the court reporter and may not be disclosed to
4 anyone except as permitted under this Order; and

5 (i) any mediator or settlement officer, and their supporting
6 personnel, mutually agreed on by any of the Parties engaged in settlement
7 discussions or appointed by the Court.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation
11 that compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL,” that Party must

13 (a) promptly notify in writing the Designating Party. Such
14 notification must include a copy of the subpoena or court order unless prohibited by
15 law;

16 (b) promptly notify in writing the party who caused the subpoena or
17 order to issue in the other litigation that some or all of the material covered by the
18 subpoena or order is subject to this Protective Order. Such notification must include
19 a copy of this Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with
23 the subpoena or court order should not produce any information designated in this
24 action as “CONFIDENTIAL” before a determination on the protective-order request
25 by the relevant court unless the Party has obtained the Designating Party’s
26 permission. The Designating Party bears the burden and expense of seeking
27 protection of its Confidential Material, and nothing in these provisions should be
28 construed as authorizing or encouraging a Receiving Party in this Action to disobey

1 a lawful directive from another court.

2 9. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE
3 PRODUCED IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information produced
5 by a Nonparty in this Action and designated as "CONFIDENTIAL." Such
6 information is protected by the remedies and relief provided by this Order. Nothing
7 in these provisions should be construed as prohibiting a Nonparty from seeking
8 additional protections.

9 (b) In the event that a Party is required by a valid discovery request
10 to produce a Nonparty's Confidential Information in its possession and the Party is
11 subject to an agreement with the Nonparty not to produce the Nonparty's
12 Confidential Information, then the Party must:

13 (1) promptly notify in writing the Requesting Party and the
14 Nonparty that some or all of the information requested is subject to a confidentiality
15 agreement with a Nonparty;

16 (2) promptly provide the Nonparty with a copy of this Order,
17 the relevant discovery request(s), and a reasonably specific description of the
18 information requested; and

19 (3) make the information requested available for inspection by
20 the Nonparty, if requested.

21 (c) If the Nonparty fails to seek a protective order within 21 days of
22 receiving the notice and accompanying information, the Receiving Party may
23 produce the Nonparty's Confidential Information responsive to the discovery
24 request. If the Nonparty timely seeks a protective order, the Receiving Party must
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Nonparty before a ruling on the protective-order
27 request. Absent a court order to the contrary, the Nonparty must bear the burden and
28 expense of seeking protection of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately notify the Designating Party in writing of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the Protected Material, inform the person or people to whom unauthorized disclosures were made of the terms of this Order, and ask that person or people to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

12. MISCELLANEOUS

12.1 Nothing in this Order abridges the right of any person to seek its modification by the Court.

12.2 By stipulating to the entry of this Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Order.

12.3 A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied, then the Receiving Party may file the information in the public record unless otherwise

1 instructed by the Court.

2 13. FINAL DISPOSITION

3 After the final disposition of this Action, as defined in paragraph 4, within 60
4 days of a written request by the Designating Party, each Receiving Party must return
5 all Protected Material to the Producing Party or destroy such material. As used in
6 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
7 summaries, and any other format reproducing or capturing any of the Protected
8 Material. Whether the Protected Material is returned or destroyed, the Receiving
9 Party must submit a written certification to the Producing Party (and, if not the same
10 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
11 category, when appropriate) all the Protected Material that was returned or
12 destroyed and affirms that the Receiving Party has not retained any copies, abstracts,
13 compilations, summaries, or any other format reproducing or capturing any of the
14 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
15 archival copy of all pleadings; motion papers; trial, deposition, and hearing
16 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
17 reports; attorney work product; and consultant and expert work product even if such
18 materials contain Protected Material. Any such archival copies that contain or
19 constitute Protected Material remain subject to this Order as set forth in Section 4
20 (DURATION).

21 14. SANCTIONS

22 Any willful violation of this Order may be punished by civil or criminal
23 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
24 other appropriate action at the discretion of the Court.
25
26
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 DATED: March 20, 2025

/s/ Michael Freiman

Attorneys for Plaintiff
MIRIAM NIETO

5

6 DATED: March 20, 2025

/s/ Benjamin R. Buchwalter

Attorneys for Defendant
AMAZON.COM SERVICES LLC

8

9

10 **ATTESTATION**

11 I hereby attest that all other signatories listed, and on whose behalf the filing is
12 submitted, concur in the filing's content and have authorized the filing.

13

14 DATED: March 20, 2025

/s/ Benjamin R. Buchwalter

Attorneys for Defendant
AMAZON.COM SERVICES LLC

16

17

18

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20

21 DATED: 3/25/2025



HON. JEAN P. ROSENBLUTH
United States Magistrate Judge

22

23

24

25

26

27

28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the U.S. District Court
for the Central District of California on [date] in the case of _____ [insert
case name and number]. I agree to comply with and to be bound by all terms of
this Stipulated Protective Order, and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment, including contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the
Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full
name] of _____ [full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____